IN THE COUNTY COURT OF VICTORIA

Revised
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Suitable for Publication

AT MELBOURNE
CRIMINAL JURISDICTION

CR-15-00728
CR-17-01058
CR-17-01329
CR-17-01502

DIRECTOR OF PUBLIC PROSECUTIONS

v

ROD GOULLET

BREANNA D'AGOSTINO

JUDGE:	HIS HONOUR JUDGE MCINERNEY
WHERE HELD:	Melbourne
DATE OF HEARING:	Plea hearings on 18 September 2017
DATE OF SENTENCE:	22 September 2017
CASE MAY BE CITED AS:	DPP v Goullet & Anor
MEDIUM NEUTRAL CITATION:	[2017] VCC 1398

REASONS FOR SENTENCE

Catchwords: CRIMINAL LAW – Sentence – obtaining financial advantage by deception – trial – aggravating factors.

Legislation Cited: *Sentencing Act 1991* (Vic), *Crimes Act 1958* (Vic).

Cases Cited: *R v Dickson* [2008] VSCA 271; *Hall v The Queen* [2010] VSCA 349; *Markovic v The Queen* [2010] VSCA 105*; R v Ilic* [2003] VSCA 82; *Hudson v The Queen* [2010] VSCA 32*; McGrath v The Queen* [2015] VSCA 176; *Hutchison v The Queen* [2015] VSCA 115; *DPP v Borg* [2016] VSCA 33; *DPP v Courtney* [2017] VSCA 233; *Ibbs v The Queen* (1987)163 CLR 447; *DPP v Grabovac* [1998] 1 VR 664.

Sentence: Convicted and sentenced to a total effective sentence of 4 years imprisonment with a non-parole period of 2 years and 6 months imprisonment across 3 trial indictments. Co-accused pleaded guilty and was sentenced to a total effective sentence of 1 year imprisonment wholly suspended for a period of 2 years.

APPEARANCES:	Counsel	Solicitors
For the Director of Public Prosecutions	Mr A. Albert	Solicitor for the Office of Public Prosecutions
For Accused Goullet	Mr M. Cenacchi	
For Accused D'Agostino	Ms D. Caruso	

HIS HONOUR:

1 Yes, Mr Goullet, you can remain seated and Ms D'Agostino. Almost necessarily, as you would expect, these remarks, given the four trials, in particular the three trials that I am dealing with in regard to sentencing and the circumstances surrounding the crimes are such that these remarks are going to be somewhat lengthy, so I do apologise for that. However, it is in your interest, Mr Goullet, that full details as to why I sentence you are set out so that if there is a need for any other Court to consider those reasons, then they are detailed.

2 The second matter, of course, is that these reasons must be ventilated in public, so that the whole community can understand the reason, for any particular sentence. I will ask both of you, when I come to sentence you, to stand and I will pronounce the sentence formally, but that will be at the end of reading out these remarks.

3 The very important facts at the background to this criminality are, Mr Goullet was a failed business operative and a bankrupt, he was made a bankrupt on the 24th day of March 2010, his company, Goullet Packaging Pty Ltd, having been liquidated at or about that date. This is a very important factor behind all of this criminality. It was a factor that emerged in trial 2. It was a factor that the prosecution chose not to use in either trials 3 or 4, a decision meritorious in the sense that the prosecution took the view that they did not want to prejudice

Mr Goullet's trials in any way. However, it seems to me that decision, in both trials, put a lot of onus on the jury to try to understand why it was that such criminality was committed and what was the basis of such criminality.

4 The understanding of those facts seemed to me to be essential. However, in

the tradition of the prosecution, in order to be as fair as they could, the prosecutor indicated to the Court in both trials 3 and 4 that it was not the view of the prosecution that either of those facts would be led. As I say, those facts are fundamental, because they form the basis of the sustained criminality undertaken by Mr Goullet, because Mr Goullet refused to accept the reality of what was happening to his business.

5 Mr Goullet was a Svengali-like figure who manipulated financial institutions, such as AMEX, Westpac and ANZ. A person who utilised, through his personality, dupes to achieve his aims. In particular, Mr Schulz who, early on in 2009, was induced to invest in the companies, or the businesses run by Mr Goullet, the sum of $150,000. The naiveté of that investment is best explained when one contemplates the evidence given by Mr Schulz, that he anticipated receiving, as a result of such investment of $150,000, $100,000 per annum. Whether he had been told that by Mr Goullet or not, clearly that is what this naïve young 22 year old footballer, with no business experience, perceived.

6 Given the trust that Mr Schulz, Mr Parisi and Mr Lee had in Mr Goullet, they became willing partners in the operation of various companies, in particular GP Packaging Pty Ltd and Domenic Tarisa Pty Ltd. Mr Schulz found himself in the "elevated" position of the sole director and shareholder of both companies. No doubt he felt that was very important and was told by Mr Goullet how important that was. The problem and the reality was, the only reason he was in that position was because Mr Goullet, a failed businessman and a bankrupt, could not hold a corporate position.

7 Remarkably, at the end of 2010, early 2011, the machine which had been developed by Mr Goullet in Goullet Packaging, the failed business, was at the business premises and actually existed. Remarkably, at or about, the end of 2010, early 2011, the Westpac Bank was prevailed upon to lend $1m in

regard to such machine. Consistent with Schulz's trust, Schulz entered into financial arrangements with Westpac in regard to that million dollars and more remarkably, given he was earning only $200,000 at the time, with relatively small assets, signed a guarantee of $1m for this loan. How and who approved the loan from Westpac is a matter, in my view, that should be investigated, if not by the authorities, by Westpac themselves. I wonder what the shareholders would think of Westpac actions in such circumstances, I make the point, this is post the world financial crisis.

8 Coming back to the reality of this case, at or about that time, when GP Packaging Pty Ltd, as a result of this million dollar loan, became the owner of this machine, it was leased to Domenic Tarisa Pty Ltd and insurance in the name of Domenic Tarisa Pty Ltd was effected by Mr Goullet with W.F.I on the 17th day of February 2011. As I said, the naïve and trusting, that is, trusting in his good friend Mr Goullet, Schulz had guaranteed this million dollar loan.

9 It is to be remarked that in evidence in the fourth trial, Mr Goullet swore that at or about this time, in late 2010, GP Packaging Pty Ltd, was struggling even to pay wages. I suspect not only was it struggling to pay wages, but was struggling to stay afloat, and that all of the companies were trading insolvent. Hence, the idea to utilise AMEX to obtain short-term relief for the company. That is an amazing phrase, when you think about it. If a company is trading insolvent, it goes to a company such as AMEX to obtain short-term financial relief. Again, the only purpose of such action by Mr Goullet was to avoid the inevitable.

10 We therefore come to Trial 4, the last trial in this saga. The first charge occurred on the first day of October 2010 when, by the use of an AMEX card, Mr Goullet paid a $25,000 personal debt owing in regard to his own Mercedes, which he had sold to a Mr Iannou. It is noted when it was sold to Mr Iannou, that Mr Iannou said that Mr Goullet told him there was only a small

sum outstanding to the finance company, and he will pay it off. A year later, the actual sum of $25,000 still had not been repaid and finally, being pressured by Mr Iannou, Mr Goullet utilised the American Express card, which had been obtained in the name of Mr Lee, to obtain the $25,000 required to discharge the loan.

11 Further, to continue the entitled lifestyle of himself and Breanna, charges 3 and 4 occurred on the 7th and 8th October of that year. That is, Mr Goullet utilised the corporate AMEX card, of Mr Schulz, to purchase from America, boat motors to enable the boats, which were utilised by him and Breanna, to be rectified. There had been problems with these boats.

12 While not a matter in which this Court is concerned, or any charge was laid, consistent with such crimes and attitude, at the same period when GP Packaging Pty Ltd was struggling to pay wages, there was evidence in the last trial that Mr Goullet used one of those American Express corporate cards to pay for a family holiday to Hayman Island, which cost $9,000.

13 Consistent with this pattern of unsuccessful trading, the offences relevant to Trial 3, occur in September of 2011. Again, this was an attack on financial institutions. I must say, I am not too certain how much help was provided to Mr Goullet within those institutions. However, I do make the remark again, here we are, post-world financial crisis, when financial institutions are approving loans in such circumstances.

14 In order to obtain further funds for Domenic Tarisa Pty Ltd, these crimes were committed. Charge 1, was to effect a loan from the ANZ for Domenic Tarisa Pty Ltd in the sum of $76,377.50 to purchase a Porsche motor vehicle. This Porsche, however, had already been provided by the use of company funds to Mr Parisi. Insofar as those funds being expended as a gift for Mr Parisi's work, apparently, following the discussions Schulz had with Goullet. Parisi had

been asked to agree to repay the company the cost of the car, and he gave evidence to the jury that that is exactly what he did.

15 Unbeknown, to both Parisi and Schulz, Mr Goullet arranged for a compliant motorcar trader, Mr Craig Kitterley, to transfer the registration from Mr Parisi to his own firm. Mr Kitterley then executed a false sales document, Exhibit 2E in this trial, that is, Trial 3, to effect and demonstrate a purported sale of the Porsche to Domenic Tarisa Pty Ltd. That document was dated the 6th day of July 2011, and purports also to be signed by Schulz.

16 Goullet then approached, through agents, the ANZ, for finance of this deal. Lodged in support of such application for finance was firstly Exhibit 2E, which was the fraudulent agreement, dated 6 September 2011. Secondly Exhibit 2G, fraudulent financials in regard to Domenic Tarisa Pty Ltd and in regard to the individual directors, either signed fraudulently by Goullet himself, by the affixing of signatures, given the technical capacity he had within the organisation, or blindly executed by Schulz himself. Thirdly, the chattel mortgage, Exhibit 2G, dated 13 July 2011. Fourthly company financial records, tendered to ANZ, showed s purported turnover of $4m for the financial year end of June '10, with a profit of $796,000 and fifthly the documents in regard to Schultz's net worth showed him substantially in credit.

17 Both of such corporate and individual financial documents being false, none of them were apparently ever independently checked by ANZ, or by the broker who gave evidence in this case, Brett McPherson, or by the brokers used by Mr Goullet, National Finance Choice, called NFC. When I say used by Mr Goullet, used by Mr Goullet under the pseudonyms of emails sent by either Mr Schulz or Mr Parisi.

18 The second charge in regard to the third trial comes about, no doubt, from Mr Goullet observing how easy it was to dupe the ANZ. Mr Goullet then

utilised the same broker, that is, NFC, to facilitate on the first day of September 2011, a further breach of s.82(1) of the *Crimes Act 1958 (Vic)*. ANZ entered into a hire purchase agreement in the sum of $22,081.60. That hire purchase agreement related to an alleged forklift purchase. It was supported by, in this trial, Exhibit 3D, a fraudulent agreement, which was a purported invoice demonstrating such sale, dated 9 August 2011, inflated financial documents in regard, as I have already explained, to Domenic Tarisa Pty Ltd, which appeared to be signed by Schulz, the Director and numerous fraudulent emails in the sense of statements in such emails of the viability of the company. As a result, as I said, that hire purchase agreement was entered into and money was filtered through into the various businesses controlled by Mr Goullet.

19 Following such history, one would think inevitably, in late 2011, Mr Schulz found his financial standing being questioned. He was seeking, on behalf of his wife and young family, to buy a house. In going to the bank to do that, given that he was receiving what would be relatively very good income in the community as an AFL footballer, no doubt he went, as a person who had investments in a company, with some confidence to his financial institution, seeking to upgrade his mortgage so he could buy another house. He was met, apparently, with refusal on the basis that his financial position had left him in a position where he had no opportunity of getting any finance, in particular brought about by the million dollar guarantee that he had signed.

20 Mr Schulz raised this issue with Mr Goullet. No doubt given Mr Goullet's capacity to be able to dupe Westpac, as I have already explained, Mr Goullet told, Mr Schulz that would be no problem. It was, of course, no problem for Mr Goullet. He arranged with an employee Parisi, a person who had no assets, or personal trading history, to take over the personal guarantee of $1m with Westpac and thereby release Mr Schulz from his obligation. A company

which had earlier been incorporated by the Parisi family, called Parisi Precison Grinding Pty Ltd, was utilised for such purchase. To do so, a loan was taken out so that the moneys outstanding to Westpac from Domenic Tarisa Pty Ltd would be paid out and Mr Parisi, as a Director of Parisi Precison Grinding Pty Ltd would take over as the guarantor of the million dollars.

21 Although not exhibited, there was false documentation as to the financial history, apparently, of Parisi Precison Grinding Pty Ltd tendered to Westpac. In what is an absolutely remarkable photo in the second trial, was photo, Exhibit 9, of a representative of Westpac inspecting the machine prior to this transaction being effected on the 19th day of November 2012. That is, Westpac who originally arranged the million dollar purchase, now changed the borrower and the guarantor, apparently with full knowledge. There is the representative in the Exhibit 9 photo, smiling and looking at the machine.

22 Not surprisingly, despite Mr Goullet's ability to substitute Parisi and Parisi Precison Grinding Pty Ltd, only two payments were ever made to Westpac in regard to this loan. Mr Parisi was later that year, bankrupted. Parisi Precison Grinding Pty Ltd was liquidated. Westpac never recouped, as I understand it, the million dollars. The machine itself was valued as essentially being worthless, and according to the sworn evidence, in Trial 4, of Mr Goullet, apparently sold to a Mr Damatopoulos for a small sum. Again, no doubt Westpac shareholders would be outraged to find the Bank involved in such intemperate financial dealing and being so easily duped by Mr Goullet. Although of course Mr Schulz, as a result of these steps, found himself no longer a guarantor, the circumstances are very concerning, although no doubt Schulz was totally happy.

23 We then come to 2012, according to Mr Lee and Mr Parisi's sworn evidence, being workers at the business, the business was being besieged by creditors who were turning up at the factory. As a result thereof, Mr Parisi became

concerned. He accessed the computers of GP Packaging Pty Ltd, in particular the one used by Mr Goullet, upon which was located Schulz's nominated email account, of which Schulz said in sworn evidence he had never used.

24 Mr Parisi found by such search documents which evidenced false transactions referred to in the trial that I have already spoken about, Trial 3, concerning his own Porsche and the forklift. He also found a Word file comprising 19 copies of Schulz' pro forma signature. He further gave sworn evidence that he observed documents which showed evidence of the cutting and pasting of Schulz's signature onto them.

25 As a result, Mr Parisi contacted the ever trusting Mr Schulz as to his concerns. There is no issue, I find, having heard the three trials, for which I am sentencing, and the first trial, in which Mr Goullet was found not guilty, that Schulz had no understanding or actual interest in the business, in the sense of the running the business. True it is, as Mr Cenacchi often remarked, that Schulz was, in law, the sole shareholder and sole director, there is no doubt about that. However, the facts were that Schulz trusted Goullet to look after whatever interests he thought he had in the business. Mr Schulz had been seduced by the charm and lies of Mr Goullet.

26 It is to be remarked, despite what Mr Cenacchi put at plea, as to how the Court should see Mr Goullet's attempts to save a failing business, as to this being some basis for the criminality. It was however put in each of the trials, and sworn to by Mr Goullet when he gave evidence, that Goullet was only a mere employee, and had no interest or control at all of the finances.

27 Having been so alerted by Mr Parisi, Schulz came to Melbourne on the 3rd day of February 2012. As a result, Goullet was sacked from the business, as I said, the hard drives of the computers, were at the direction of Schulz, having

spoken about this matter with Parisi, seized by Mr Parisi and the police were called in. The police began an investigation. It took a considerably long time. As these trials have demonstrated, such involved huge documentation, with thousands of documents and emails.

28 This is, of course, an issue which always arises with extensive white collar crime. It is particularly difficult to trace the actions of a person who has deliberately created a false trail to avoid detection. In this case, Mr Goullet did not primarily create such a false trail to avoid detection by the police, but in order to dupe the various finance providers. Hence, he could continue to provide funds for his insolvent businesses, albeit run by a bankrupt, doing so by the use of dupes and thereby none of the financial institutions would ever be aware of the true financial position of the companies, or the fact that Goullet was running the companies.

29 Obviously, had any of these financial institutions known the truth, that these companies and businesses were run by a bankrupt, who had ground to perdition his earlier company, none of these loans or cards would have been approved. Such false trail set by Mr Goullet has been contemptuously maintained throughout the police investigation and Mr Goullet's four trials before this Court. It must be said in regard to trial 1 that Mr Goullet was found not guilty. Such trial involved the provision of $500,000 to GP Packaging Pty Ltd on the 29th day of July 2010. In that trial, false financial documents were provided to AMEX, Exhibit 8 and $500,000 facility provided to GP Packaging Pty Ltd, was obtained within seven days of the application for such being lodged.

30 The officer from AMEX who gave evidence in the first trial described AMEX, as acting as the saviour of distressed companies, albeit at 21%. What that finding of not guilty of course proved was the integrity of the jury system. It is clear the jury were not satisfied of Mr Goullet's guilt beyond reasonable doubt,

in large part, I think, by the hidden trail created by Mr Goullet, and the ability of Mr Goullet to lay blame on the alleged co-conspirator Mr Damatapolous. Damatapolous specialised in obtaining finance for distressed companies, and advising companies through the organisation Clarke Waldron Pty Ltd and further, his partnership in Toorak Law, which is no longer possible. That is, for a person without a legal qualification to hold a 50 per cent interest in a law partnership. As I say, in the circumstances of that case, the jury were not satisfied beyond reasonable doubt and found Mr Goullet not guilty. Equally, the jury, for totally explicable reasons in Trial 2 acquitted Mr Goullet of one charge and in Trial 4, acquitted Mr Goullet of two charges.

31 Continuing on then from February 2012, following the sacking by Mr Schulz, Mr Goullet continued to live at the business premises, in the living quarters attached thereto. There was carried out there therein, that is, at these premises, allegedly as reported by Mr Goullet, a burglary. Such burglary was reported to the police by Mr Goullet on the 7th day of February 2012. As a result of Mr Schulz coming to the premises in February and his sacking Mr Goullet, production and all businesses at this facility ceased on the third day of February 2012. Thereafter, such was Mr Goullet's feeling of self-entitlement and confidence in his control of the situation, that he embarked on the criminality set out in the second trial. In this case, of course, he was also assisted by his then girlfriend Breanna D'Agostino.

32 Charge 1 occurred in the period 3.02.2012 to 30.04.2012. When Mr Goullet left the premises, he took with him four items identified in Charge 1, they were found in a storage facility rented by Mr Goullet, pursuant to a warrant executed by the police on the 4th day of July 2012. The second charge for Mr Goullet, and the first charge insofar as Ms Breanna D'Agostino is concerned, relates again to the entitlement that Mr Goullet considered he had, in particular as professed in his tendering to the jury of Exhibit C, an alleged

licence agreement.

33 Pursuant to such entitlement, he made claims upon WFI, the insurer of Parisi Precison Grinding Pty Ltd, for the cost of restoration of business records and loss of production. Such makes up the balance of the charges of which he was convicted in the second trial, that is Charges 3 and 4, and as to Breanna, in her indictment, Charges 1 and 2.

34 Mr Goullet's evidence before the jury in this second trial made me question his sense of morality. Since hearing the plea, and becoming aware of his upbringing and education that he has been fortunate enough to have been able to attain, because no doubt his parents' sacrifice, I maintain my concern as to his morality. He clearly considered all of what happened at Henderson Road, Keysborough, whatever businesses were conducted there, by which ever legal entities, as his personal right, his personal fiefdom. In that regard, he acted irrespective of corporate law, or the interest of any person.

35 The payments made by the insurer, respectively of $10,000 and $10,958, were made to the account of PPG Australia, which was effectively his and Breanna's to use as they wished. Breanna having opened such account at the NAB on the 18th day of May 2012, Breanna being the sole signatory of such account. Such is, and was, Mr Goullet's desire for anonymity as to his role, he had his girlfriend open this account in her own name.

36 These payments were made by WFI at the direction of Goullet or Breanna D'Agostino to PPG Australia. Claims, documents and emails of support were lodged by either Goullet or Breanna D'Agostino, Goullet purported to be the national manager of Parisi Precison Grinding Pty Ltd. That is, Mr Parisi's company, which owned the machine, mortgaged to Westpac, and for which Mr Parisi had provided the personal guarantee.

37 Mr Goullet and Ms D'Agostino were able to effect the receipt of these

insurance payments by way of written false representations being proffered made up of a sustained series of fraudulent documents, being firstly the 15 emails to WFI, secondly the EFT authority emailed by Breanna D'Agostino directing the bank account into which, that is, her bank account, the payments were to be made, being Exhibit 5A, thirdly the falsified business production records, being Exhibit 7O, fourthly the quotation invoices from Silver Lining Management invoiced to Parisi Precision Grinding Pty Ltd for the cost of record restoration in the sum of $19,173. Such were forwarded, Exhibit 6A and 6B, to WFI, claiming for works which were never done, and pursuant to invoices which were falsified, and fifthly Exhibit 7E shows the falsifications made to the invoices, to support this business records claimed.

38 In acceptance of the authenticity of all of such documents, lodged to support the representations whereby the financial advantage was sought, on the 4th of July 2012, WFI paid the sum of $10,000 to PPG Australia. On the 5th of July 2012, WFI paid the sum of $10,958.90 to PPG. Such was Mr Goullet's belief in himself and his entitlement, be it illusory or psychologically distorted, he gave sworn evidence in his defence in this trial. Faced with the reality of the falsity of the documents, that I have just described, he brazenly, under oath, described the production records Exhibit 7O, to use his words: "As being just dressed up" or mere records to show what could have happened if the company traded. Of course, as was demonstrated the company never traded after 3rd of February 2012.

39 Insofar as the falsified invoices, Exhibit 6A and 6B, that is, the invoices from Silver Lining Management for the restoration of company records which never occurred, Mr Goullet in evidence said: "While it was not dishonest, we were pushing the boundaries."

40 Further, the sworn evidence of Mr Goullet to the jury was that the emails sent to WFI in support of these applications were emails sent, not by, and nor

should anyone think they were sent by, Parisi Precison Grinding Pty Ltd, no. The use of the term PPG, he swore to the jury, was simply a reference to Breanna D'Agostino's company, into which he had made payments and from which money was owed to him. He further said that given the document, Exhibit C, that is, the licence agreement, he was entitled to make claims on the insurance held by Parisi Precison Grinding Pty Ltd with WFI, (who, I might add, were not part of the agreement Exhibit C), as it was Mr Goullet's view that all of such moneys were at all times due and payable to Domenic Tarisa Pty Ltd, albeit that he had personally advised WFI that the insured was changed to Parisi Precison Grinding Pty Ltd.

41 Given such, it was not surprising that a jury, using its common sense, rejected the evidence of Mr Goullet.

42 The Prosecution has, in addition to detailing of the charges, put to the Court its request for disposal orders, which I have signed, compensation orders, which I have signed, in particular, concerning the Porsche, the moneys expended on the Porsche and the forklift in the third trial by ANZ totalling $81,079.23. The claims made to WFI in the second trial, that is, the business records claim $10,000, the production loss claim $10,958, totalling $20,958.90.

43 In regard to the fourth trial and the use of the $25,000, there has been no claim, although it is noted that AMEX have, as the learned prosecutor put to the Court, 12 months to make such claim.

44 MR ALBERT: Six months I think, Your Honour?

45 HIS HONOUR: What?

46 MR ALBERT: Six months.

47 HIS HONOUR: Six months. That is what I said. I am not too certain where

we have ended up with the motors. No doubt when I finish these remarks you can tell me, Mr Prosecutor - - -

48 MR ALBERT: Will do.

49 HIS HONOUR: I have also been asked to sign the identity crime certifications, which I have.

50 Each of the crimes I come to sentence Mr Goullet upon, evince, I find, deliberative planning of a precise and detailed nature, which enabled, by such planning, the false representations to be successfully effected and therefore enabled successfully the financial advantages sought to be paid. Such precise planning, as I have said, was needed, not only to ensure the success of the various crimes, but to ensure that no one became aware of Mr Goullet's identity, or the fact that he was running these businesses, a declared bankrupt. Had his identity and involvement been disclosed, none of these financial advantages would have been obtained.

51 Mr Cenacchi in plea sought to discriminate between moneys obtained personally by Mr Goullet and what was paid into the company accounts formally. Given my description of Goullet and his belief in total entitlement and capacity to use the funds wherever they be lodged, I believe such discrimination of little use as a fact in this process.

52 Mr Cenacchi, also as to the fourth trial, submitted that I should accept Exhibits X, Y and Z, tendered by Mr Goullet, as proof that Mr Goullet repaid to GP Packaging Pty Ltd, pursuant to the purported loan entered into with Mr Schulz, the $25,000, which was the financial advantage, of which he was found guilty in regard to Charge 1 in that indictment.

53 I do not accept such, and clearly by their verdict in Charge 1, the jury rejected such submission. I gave a specific direction to the jury in this regard. I am

satisfied beyond reasonable doubt that the payments demonstrated by Exhibit X, Y and Z may well have been funds paid to keep the company afloat, being provided by Mr Goullet's father. I, like the jury, reject Mr Goullet's evidence that such capital injection from his father's estate had anything to do with his sworn evidence of a purported agreement made with Mr Schulz, which I note, of course, in evidence Mr Schulz said he was never aware of.

54 Mr Cenacchi in the plea cavilled at my reference to Mr Goullet as being the Svengali in this case, and of him using Schulz, Lee and Parisi as dupes. I have no doubt, and maintain such comments, as I have maintained in this sentence, I am satisfied beyond reasonable doubt of my findings in that regard. Mr Goullet's evidence in two trials, that is, the sworn evidence, and the propositions put on his behalf in the third trial by Mr Cenacchi, have been clearly rejected by the jury in this regard. Indeed, I believe Mr Goullet breached the trust of his dupes in his ability as the boss, which was relied upon by Schulz, Parisi and Lee, given Goullet's business experience and education.

55 No one can argue with Mr Cenacchi's continued puttage that it was Mr Schulz who was the Director and the sole shareholder of these companies. However, unfortunately that did not mirror reality, only formal reality.

56 In saying that those persons, that is, in particular, Schulz and Parisi, albeit with blind trust, allowed themselves to guarantee loans of a million dollars, when neither had the resources to support such, the Court must acknowledge that being so negligent about their own financial security, they can hardly complain when financial institutions look at them askance. In this regard, Mr Schulz' victim impact statement appears to involve many more credit applications, made on his behalf, than this Court is dealing with. Indeed, he says that he subsequently found that he was liable for some 40 credit applications which had been made in his name. I make it clear that that

evidence is not a matter I take into account in this sentence, and such were not matters that was before this Court.

57 I was surprised when Mr Schulz freely admitted in evidence, and this applies no matter how much you might trust someone, that when documents were sent over to him, he signed them in blank, without a question. As he himself said, he now understands how stupid such actions were.

58 Mr Cenacchi further made submission, as set out in his written submissions, Exhibit G1, one might think somewhat surprisingly, that the offences occurred in a piecemeal fashion, given the business was facing cash flow problems. But for the word piecemeal, I do accept the reality of what was said. However, in each of the three trials, Mr Goullet, and in two of the trials he gave sworn evidence to this effect, did not acknowledge any offending, nor that he did anything of a financial nature on behalf of the company. Indeed to the contrary, Mr Goullet continually maintained by way of either proposition put by his counsel, or his own sworn evidence, that all of the companies and the businesses were controlled by Mr Schulz, that Mr Schulz was the owner and operator of the companies and Mr Goullet had nothing to do, so far as responsibility of these companies, with their financial management. That his role was as a salesman only. As I say, it puzzles me now that I am asked on the plea to take into account that his criminal actions were, in fact, committed in order to save the companies and businesses from economic ruin.

59 As to the phrase piecemeal, used by Mr Cenacchi, I accept that I am only dealing with the offences detailed in these three indictments. However, just considering those indictments, given the astute, distinctive, and sustained planning to effect those crimes, I consider the adjective piecemeal as being totally inappropriate.

60 The submissions in the plea made by Mr Cenacchi are, however, of

importance in assessing the culpability of Mr Goullet. Despite the need for this Court to seek clarification of Mr Goullet's alleged educational qualifications as proffered to the Court in p.2 of Exhibit G1, that is, the written submissions of Mr Cenacchi, it is, albeit clarified, clear that Mr Goullet has an excellent background by way of education and practical experience in the packaging industry. After university, he worked for eight years with the company Lee McAcard and Sons as Victorian and then National sales manager. He ran their packaging division.

61 Mr Goullett then went to work for a company called Entapak, as National sales marketing manager, this company being a subsidiary of the Sealed Air Corporation in America. Indeed, Mr Goullet received an industry award in 2003 as a result of his work. He then, with such experience and educational background, began his own business, Goullet Packaging, in 2006, where he began to develop the packaging business, as I have detailed, at Henderson Road, Clayton and the machine which was the foundation of all such businesses.

62 Indeed, we were advised by Mr Cenacchi at plea that Mr Goullet sold two freehold properties he owned in order to finance the setup of such business. I refer to such educational and industry experience at this stage as illustrative of a criminal who had the experience to know exactly what he was doing, when he committed these eight deceptions by way of fraudulent representations to obtain financial advantage from the various financial institutions.

63 Mr Goullet's criminality involved the deliberate use of false documentation to set up such deceptions in order to obtain such financial advantage from such institutions. Such crimes involved a deliberate attack on such institutions, in such a manner, that their integrity was challenged. Losses suffered in such way, even though they are relatively limited, impact upon all members of our

community when they seek to obtain or run businesses and want insurance, for same, or seek to obtain finance or credit cards.

64 While clearly I do not place Mr Goullet in the *Bulfin* category, those are clearly serious white-collar crimes. Albeit the amounts were not of high order individually, the total over the period of two years' criminality was $148,855. Each of the individual crimes represents deliberate, systematic, planned offending, whereby the chances of success of the crime was enhanced in each case, such planning elevates its culpability. Such criminality can be seen in total as repetitive, sustained offending to milk the financial systems in order to keep insolvent business trading and at the same time, conceal the identity of the offender. Clearly, had Mr Parisi not obtained the hard drives in March of 2012 and thereafter the police not been so diligent in their investigation, such criminality committed by Mr Goullet may never had been detected.

65 As with many financial or white-collar crimes, it must be noted the huge community resources needed to investigate and bring such criminals to task. To do so is at great cost to the community. As the Court of Appeal approved in *R v Dickson* [2008] VSCA 271, offences which are aggravated by abuse of confidential information and demonstration of high level planning and execution, where involvement is only revealed after lengthy and detailed investigation, must be dealt with accordingly. The object, of general deterrence here is therefore of importance.

66 I am, of course, cognizant of the requirement set out in *DPP v Grabovac* [1998] 1 VR 664, 680 to impose proper individual sentences on each charge. However, my above general comments relate to all charges.

67 I find each of these crimes against s.82(1) of the Crimes Act should be, as to culpability, classified at between mid to high on the scale of heinousness, as

referred to in *Ibbs v The Queen* (1987)163 CLR 447, 445.

68 As to the theft charge, Charge 1 in the second trial, I classify low to mid.

69 When classifying Mr Goullet's criminality, I would not wish to forget, even post-world financial crisis, how ineptly these financial institutions, their brokers and consultants, especially in the cases demonstrated here of the AMEX cards and the ANZ finance, acted, whereby simple financial prudence, by either of those organisations, may have, indeed I think would have, detected the fraudulent financial returns and information being provided in support of such applications. However, this Court is not here to judge financial institutions and their probity.

70 As to Breanna D'Agostino, it was accepted by the Prosecution and Mr Cenacchi, that Breanna D'Agostino's commission of Charges 1 and 2 in the Indictment C1409601 should be seen as, to use the prosecutor's words, under the influence of the driving force of Mr Goullet in such criminality. Indeed, Mr Cenacchi conceded I should view his client, that is, Mr Goullet's role, as clearly the greater role. I assess Breanna D'Agostino's culpability at mid-range. She obviously played a vital role in both crimes, given the use of her bank account, her emails, the sending of the EFT forms and the signing of the production schedules. I note she is 13 years Mr Goullet's junior and no doubt much influenced by his experience, manner and charm.

71 I then come to consider the personal factors which must be considered in any sentence by way of mitigation of penalty, as explained by the Court of Appeal in *Hall v The Queen* [2010] VSCA 349, [23] to [24].

72 Before I come to those mitigatory factors, I want to mention, however, these trials in a more general way, because I want to make clear to Mr Goullet the state of the law. I mention, as confirmed by the prosecutor, that there were some 60 hearing days involved in these trials. Not, obviously, in the trials of

which I am sentencing, but the 60 days includes the trial of which Mr Goullet was found not guilty. Mr Goullet is entitled, in our system of justice, as I explained to each jury, to defend himself in the way he chooses. Indeed, in order to assist his defence, I ordered that Victorian Legal Aid represent Mr Goullet, given his alleged impecuniosity, in each of these trials.

73 In regard to all of those trials, I want to refer especially *R v Gray* [1977] VLR 225, 231 where the then Court of Criminal Appeal said: "It is impermissible to increase what is a proper sentence for the offences committed in order to mark the Court's disapproval of the accused having put in issue the proof of such offences, or having presented a timewasting or a scurrilous defence."

74 It is important, Mr Goullet, for you to understand that whatever happened during the presentation of your defence, such are not matters that go against you in regard to sentence. I make that clear. Bearing in mind the above, however, I do want to make some remarks. These four trials were most difficult. I compliment the juries in each trial. They performed magnificently under the weight of the documents tendered and the often lengthy and prolix cross-examination which occurred. Even during evidence-in-chief, the evidence was difficult to comprehend, with the tendering of the various documents.

75 Equally, the witnesses Schulz, Parisi and Lee had to give evidence before this Court on four occasions. On each occasion, they had their integrity and reliability strongly tested. The police in each case had to meet allegations of incompetence, which were levelled against them. As I say, Mr Goullet and I stress to you, given the law of this State, I don't take any of the above comments into account in regard to your sentencing.

76 Equally, Mr Goullet cannot, of course, bring to bear in his favour any remnant of remorse. Equally, given the flagrancy of the criminality and my question put

during the plea or preceding the plea actually, as to the lack of morality demonstrated, I note there is no psychological or psychiatric evidence presented to the Court, which may have provided an explanation for such crimes.

77 I come then to the submitted mitigation factors put to me by Mr Cenacchi. I accept that Mr Goullet has no relevant priors. As to rehabilitation, Mr Cenacchi submitted I should accept that Mr Goullet, given his background, education and family, presents as a good candidate for rehabilitation and in that regard, I would hope so. However, given the nature of the criminality and its persistence, I must say I am personally guarded about Mr Goullet's rehabilitation. Albeit hopefully the sentence that is to be passed today, and the fact that he is unlikely to ever find himself in such a controlling corporate position again, should be positive factors in that regard.

78 Mr Goullet comes before the Court with the strong support of his family. He has a good work history, albeit of course that the offending occurred in such context.

79 Delay is a factor to be taken into account for Mr Goullet, and he is entitled to an appropriate discount, which I have given him. Mr Goullet was first aware of this investigation in 2012. He was not charged until 2014. Such is not, of course, unusual, given the complexity of the crimes, as I have described them. The nature of the crimes and the resources needed to be utilised to detect them does expend the community resources. The matter was contested at committal in Melbourne over three days. Such committal, however, unfortunately taking from the 20th of November 2014 to the 3rd of April in 2015. Apparently the trial was listed as a contested hearing to take place in this Court - how many days was it originally?

80 MR ALBERT: Thirty.

81 HIS HONOUR: Thirty days. As I have remarked, it actually took 60. However, given that estimate, there was unable to be provided an appropriate date or a trial Judge in 2016. Again, perhaps by way of explanation, given that some 60 per cent of this Court's work is in the sexual sphere, there is a directive from the Government that sexual crimes must be given preference. That may be an explanation for why no Judge was found.

82 Hence, with that background, the trials began before me on 4 May 2017, after preliminary matters, and were not completed by way of jury verdict until 1st of September. As the learned prosecutor says, some 60 hearing days later.

83 Irrespective of the above explanation and the delays that are to be expected where people commit complicated white-collar crime, Mr Goullet is entitled to a discount for such delay, and he will be accorded such discount.

84 Also put before me on the plea by Mr Cenacchi was the history of prior community service by Mr Goullet. Tendered as Exhibit G2 was a letter from Mr Bernard Nadal dated 16 September 2017, which is of value, and details Mr Goullet's work in setting up the Maslow Centre, or Group, to assist the homeless in our community, at Southbank. The growth of that organisation was very much seen as a credit to Mr Goullet, and indeed, he was an intimate part of that organisation until 2006, six months after he left to set up his own business.

85 As I say, that is a valuable letter. I also note the last sentence of Mr Nadal's letter, where he makes a request to this Court to pay Mr Goullet back in kind for the kindness given to the homeless. I certainly take into account such request.

86 At the plea, Mr Cenacchi put that Mr Goullet has cared for his father, having lived at his father's home for the last two years, his father suffering from incurable prostate cancer. I advised Mr Cenacchi I would not accept that

submission from the Bar table without proof. Today has been tendered Exhibit G3, a GP's letter dated 19/09/17, G4, the father's letter, 19/09/17, and G5, a specialist diagnosis of metastatic prostate cancer, which has been present in Mr Goullet since February 2004.

87 As I say, those documents demonstrate that such condition has been present in Mr Goullet Snr for eight years. I also accept in the last two years, that Mr Goullet living at his father's home would have provided support for his father. No doubt given Mr Goullet's financial situation, his father equally provided support for him, as to a place to live.

88 However, I do not consider Mr Goullet's position in this regard to be exceptional, as explained in *Markovic v The Queen [2010] VSCA 105*, in particular at [6]-[11], where the principles are more recently and copiously dealt with, than the earlier 2003 decision of *R v Ilic* [2003] VSCA 82, referred to by the learned Prosecutor this morning. There is, as a result of that material, no evidence that Mr Goullet's serious condition would be such that he is unable to continue to cope, or that he needs immediate hospitalisation, or that he needs to obtain any immediate care. Obviously, I accept that having his son looking after him is to his benefit, and I note in particular his comments about his son and his son's personality in his letter (Exhibit G4).

89 However, I do recognise the proposition put by Mr Cenacchi, and as detailed in [20] of *Markovic*, that the incarceration of Mr Goullet would produce hardship for Mr Goullet. No doubt given his father's condition, Mr Goullet would feel anguish at such situation, and any incarceration would be more burdensome for Mr Goullet as such, as explained, as I said, at [20] of that decision. Such situation is appropriate as a matter of mitigation to be taken into account in Mr Goullet's favour, and I do so.

90 Mr Cenacchi's submission in all of such circumstances was, given the date of

this offending, that a suspended sentence was within range, and that any sentence I impose upon his client should be wholly-suspended. The prosecution, in response in their written submissions, submitted that this was a matter for immediate imprisonment. Mr Cenacchi made an alternative submission, that should I not accept that a suspended sentence is appropriate, the more recent option that this Court has, post-suspended sentences, to impose a period of combined imprisonment and community correction order would be the appropriate.

91 As to Ms D'Agostino, Ms Caruso tendered her submissions, Exhibit D1. I accept that Ms D'Agostino has no priors whatsoever. I accept that she is also entitled to an appropriate discount for delay, however I point out that it wasn't until this May that her matters no longer were contested, when she pleaded.

92 I accept thereafter she did make a plea of guilty, albeit at the Court door. Such plea saved the community the cost which would have been involved in proving such crimes against her. The quantity in which she is involved is of course much less, being the sum of $10,000 in regard to Charge 1, and $10,958 in regards to Charge 2.

93 I accept that Ms D'Agostino is a good candidate for rehabilitation. I also take into account the personal matters put on her behalf by way of her good employment record. I accept the support of her family, in particular Exhibits D2 and D3, the psychologist's report of Barnes, and the tendering of the testimonials, firstly her friend Hatti, and of her mother, Mrs Dowling.

94 A submission was made insofar as Ms D'Agostino's sentence by Ms Caruso that all purposes of sentencing could be achieved, given an assessment of all of those matters, by the imposition of a Community Corrections Order. In response to that submission, the Prosecution submitted that all options were open as far as Ms D'Agostino is concerned. A positive CCO report was

tendered as Exhibit G.

95 I have considered the cases submitted to me by the Prosecutor and exhibited, and discussed by Mr Cenacchi during the plea. Insofar as those are concerned, I take into account what the Court of Appeal said in *Hudson v The Queen [2010] VSCA 32*, in particular at [27]-[29], where they said:

> "The selection of a sentence involves the exercise of individual discretion, which is informed by the circumstances in which the offence was committed, and the character, antecedents and condition of the offender. It is not possible to say that a sentence of particular duration is the only correct or appropriate penalty to the exclusion of any other. A general review of sentences imposed for offences of a similar character will play a part in informing the instinctive reaction."

96 Like cases can only at best provide a general guide or impression. In that context, it's been said on many occasions that comparable cases can only provide limited assistance to the Court. They may however be used in search of unifying principles, and I refer to those cases in such context, and have considered them accordingly.

97 Insofar as the victim impact statements are concerned, the first one, as I have said, as to Mr Schulz, must be limited, insofar as Mr Goullet is concerned, to these three trials. As I say, Mr Schulz talks about the totality of the financial damage done to him, of what he has now discovered being some 40 applications which have led to his, what he says "credit file being destroyed".

98 I do however take into account his distrust occasioned by this criminality. To quote him, he says under the heading "Socially":

> "He was one of my best mates. So I know I have issues trusting other friends, let alone new people who I meet."

99 I also, while noting his naivety and stupidity, and also acknowledging his total trust in Mr Goullet, and inexperience, take into account where he says: "I find myself asking why all the time. He completely destroyed confidence in myself and in my ability to be involved in a business in the future."

100 It seems to me none of those propositions put by him are inappropriate or unreasonable, given the circumstances as I have detailed them.

101 Equally with Mr Parisi, there does, and seems to be, larger matters at the back of his emotional issues, and I obviously do not take those into account against

Mr Goullet. Mr Parisi also expresses problems of trust after the experiences he has had with Mr Goullet. He notes, as I have already remarked, the fact that after the million dollars and the machine, he had to file for bankruptcy in October 2012, due to his inability to service the loans and the ongoing nature of the damage to his credit facility. As I say, Mr Goullet can only be at part to blame for that, stupidity also plays a very strong role.

102 Coming back to the submission of Mr Cenacchi as to a suspended sentence. As was put to the Court, and agreed by the learned prosecutor, s.27, as it then stood, was available to allow a Court for these crimes to pass a suspended sentence. The Legislators have not in any way impeded that, and such is still possible.

103 However, the problem insofar as a suspended sentence is concerned is the restriction to a total aggregate sentence being three years, which, having considered the criminality involved, I find is not appropriate in this case, and a suspended sentence should not be applied.

104 As an alternative to a suspended sentence, it was put that a community correction order could be appropriate, by way of service of a period of imprisonment plus a community correction order. In that regard, I take into account the principles of parsimony that were referred to in *McGrath v The Queen [2015] VSCA 176*, where the Court said:

> "Nothing said in *Boulton* altered the principle of parsimony, which has always been a fundamental sentencing principle under the *Sentencing Act*. …a sentencing judge has always been obliged to impose the least severe sentence necessary to achieve the purpose of sentencing. That

obligation is enshrined in the Act."

105 I also take into account the comments of Priest JA, with the concurrence of Ashley JA, in *Hutchison v The Queen* [2015] VSCA 115, when considering the operation post-*Boulton* of Community Correction Orders. His Honour said:

> "One of the purposes for which a sentence may be imposed is of course to punish the offender to the extent and in a manner which is just in all the circumstances."

106 His Honour went on to say:

> "There will be cases, indeed many cases, where having regard to the seriousness of the offending, a community correction order will be insufficiently punitive to satisfy the need to punish the offender in a manner which, in all the circumstances, is just."

107 Of course, since those statements, it is now necessary to take into account the change in legislation. Parliament has now retrospectively amended s.44(1), so that the maximum combined sentence that can be made is one year's gaol and a CCO.

108 I would not have acceded to a combined sentence anyway, however I find now I could not have accept such, given the now-maximum length of the one year imprisonment.

109 I do not consider that the punitive element contained in a combined order would be sufficient in either case to reflect the gravity of the offences, given the need in these cases for just punishment, denunciation, and deterrence, given the particular circumstances and details that I have referred to. Such finding also applies to Ms D'Agostino.

110 In that regard, I refer to the comments of the Court of Appeal in *DPP v Borg* [2016] VSCA 33, and further in *DPP v Courtney* [2017] VSCA 233, which was a case relevant to the current legislation, where the maximum of 12 months applies to a combined imprisonment and CCO order.

111 Yes, if you would both stand please. Mr Goullet, insofar as the second trial is concerned, that is, indictment 1409601, on Charge 1 you will be sentenced to a period of one months' gaol. On Charge 3, a period of two years' gaol, on Charge 4 a period of two years' gaol. I order in that indictment that six months of the penalty imposed on Charge be cumulative upon the sentence imposed in Charge 3, making a total effective sentence in that indictment of two and a half years.

112 Ms D'Agostino, as I have said, I do not consider a Community Correction Order appropriate in your case. Insofar as the two offences are concerned, which mirror the offences for which I have just sentenced Mr Goullet, and for which you have pleaded guilty, I sentence you firstly to a period of imprisonment in Charge 1 of nine months, to Charge 2 a period of imprisonment of nine months. I order as to cumulation, that three months of the sentence imposed on Charge 2 will be cumulative upon the sentence in Charge 1, making a total aggregate sentence imposed upon you of one year.

113 Ms D'Agostino, which I have assessed your criminality at mid-range, and this being a crime which has as a maximum penalty of ten years imprisonment, I do not consider a community correction order an appropriate sentence. I have concluded, given the totality of the circumstances, in particular your ultimate plea of guilty, but the other matters put, and your role that, it would be appropriate to totally suspend your sentence of imprisonment, and I do so for a period of two years.

114 It should be made very clear to you that should you commit an offence during that period of time, you will be subject to resentence on these crimes. I will have your counsel explain what that means, before you consent. You can take a seat for the moment.

115 Mr Goullet, coming then to your trial 3, on Charge 1 in that trial, you will be

sentenced to a period of two and a half years imprisonment, and on Charge 2 in that trial, you will be sentenced to a period of two years imprisonment.

116 I order that six months of the sentence in regard to Charge 2 be cumulated in regard to Charge 1, making a total aggregate period of imprisonment imposed upon you in that indictment of three years.

117 In regard to trial 4, that is, indictment C1409601.3, in regard to Charge 1, you will be sentenced to a period of two years imprisonment. In regard to Charge 3, a period of imprisonment of 14 months, in regard to Charge 4, a period of imprisonment of 14 months.

118 I order that six months of the imprisonment imposed in regard to Charge 3 be cumulated upon the period of imprisonment imposed in regard to Charge 1, making a total aggerate period of imprisonment of two and a half years.

119 Insofar as each of those total effective sentences, imposed in each separate indictment, I order that one year of the sentence imposed in indictment C1409601.3 be served cumulatively upon the total effective sentence imposed in indictment C1409601.2, being a period of three years, making a total effective sentence imposed on you of four years in regard to all indictments.

120 In regard to s.11, I order that the period that you must serve before being eligible for parole in regard to all of the sentences imposed in the indictments be a period of two and a half years. If you would take a seat please?

121 I have signed the ID Crime certifications in regard to the third trial. I have signed all of the disposal orders. I have signed the compensation orders insofar as the second and third trial are concerned. I have made a 464ZF order as to forensic sample. The only matter outstanding, Mr Prosecutor, is what is happening in regard to the engines.

122 MR ALBERT: Yes, AMEX do not want them.

123 HIS HONOUR: So what happens to them?

124 MR ALBERT: They were of the view they belong to Mr Schulz, and in that situation, what we would seek is just a forfeiture order to the police.

125 HIS HONOUR: Right. I will sign those orders.

126 MR ALBERT: And we'll hand that up. And Your Honour, I think a s.6AAA declaration is required for Ms D'Agostino.

127 HIS HONOUR: Yes. Ms D'Agostino, I did not know whether that was required, whether it was in the time - I do not know whether s.6AAA existed at the time of suspended sentences.

128 MR ALBERT: Yes, it did. It did, Your Honour.

129 HIS HONOUR: Did it? Are you sure of that?

130 MR ALBERT: I am pretty sure about that.

131 HIS HONOUR: Anyway, I was not sure, but for the purposes - just in case it did exist, Ms D'Agostino, Parliament has prescribed that you should understand the benefit of pleading - if you would stand up please. You should understand the benefit you get for pleading guilty. It is quite obvious, I would have thought to you, that had you not pleaded guilty, you would not be getting a suspended sentence, you would be serving an immediate sentence of gaol. I cannot explain any better to you the benefits of pleading guilty, all right?

132 So what have I got to do? Sign that order? Is that here?

133 MR ALBERT: That is it I think. Yes, you have got it, Your Honour.

134 DEFENCE COUNSEL: Your Honour, may Ms D'Agostino leave the dock?

135 HIS HONOUR: No, you can go and talk to her first and tell me if she is

accepting of the obligations involved in a suspended sentence, that she will not commit an offence in the period of two years.

136 DEFENCE COUNSEL: Yes, may I approach Your Honour?

137 HIS HONOUR: Yes.

138 DEFENCE COUNSEL: Yes Your Honour, she understands her obligation and is accepting of that, and understands the consequences. But I will go into more detail as to the test.

139 HIS HONOUR: Yes, Ms D'Agostino, you can come out of the dock. Mr Prosecutor, anything that I have not attended to and not signed, because there will not be an opportunity after today.

140 MR ALBERT: We understand Your Honour has signed everything. We checked with my instructor, and - - -

141 HIS HONOUR: Before I send the prisoner away, I just make it clear that the end total of this, Mr Goullet, for you, is a period of imprisonment of four years with a minimum period to serve of two and a half years before you are eligible for parole. I want to again compliment the juries in these trials, I want to thank the police, I want to thank the witnesses, who throughout have put in so much time.

142 In particular, this was a difficult trial for my staff, and I want to thank my staff for their efforts. Not only the immediate staff, but all the staff that I had in these trials throughout. Yes, thank you, you can take Mr Goullet away. Good luck, Mr Goullet. Sorry, wait on, Mr Cenacchi wants to say something.

143 MR CENACCHI: Well there is a custody management issue I would like to raise.

144 HIS HONOUR: Well you better raise it while your client is here.

145 MR CENACCHI: Yes.

146 HIS HONOUR: Yes, take a seat Mr Goullet.

147 MR CENACCHI: Mr Goullet is current on a blood pressure medication.

148 HIS HONOUR: Yes.

149 MR CENACCHI: And I will spell out the medication that he is on. It is - - -

150 HIS HONOUR: Officer, you make a note of this. I will put this in the order, all right? Yes?

151 MR CENACCHI: Candesartan (SZ) 16 milligrams. He has both the prescription and a box with those tablets in his possession that can go in his property. And he tells me that he needs to take one of those tablets per day, or there may be dire consequences.

152 HIS HONOUR: Yes, all right, we have noted that. Officer, you will note for your superiors that he is supposed to take one of these tablets a day, he has got them on him, and no doubt they will be taken from him, but clearly one has to be given to him a day, all right.

153 PRISON OFFICER: (Indistinct words).

154 VOICE: They are in my possession Your Honour, thank you.

155 HIS HONOUR: Right, we will put that, Officer, on the notice that you will get. Yes Mr Goullet, good luck. You can take the prisoner down.

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